35 N. E. 1131; *Patten* v. *Bartlett, supra.* No technical rule can be laid down for determining the status of a visitor; and the circumstances of each case must be regarded. The slightest connection between the motive of the visit and the owner's business suffices. Thus a visitor accompanying a prospective passenger to a railroad station, or one there to meet a passenger, is an invitee. *Hamilton* v. *Texas and P. R. Co.,* 64 Tex. 251, 53 Am. Rep. 756; *McKone* v. *Mich. Cent. R. Co.,* 51 Mich. 601, 17 N. W. 74, 47 Am. Rep. 596. Or one present to aid another, having business with the owner, to acquire information concerning the transaction. *St. Louis I. M. and S. Ry.* v. *Fairbairn,* 48 Ark. 491, 4 S. W. 50. Or one carrying meals or water to employees on the premises, with the owner's permission. *Illinois Cent. R. Co.* v. *Hopkins,* 200 Ill. 122, 65 N. E. 656; *Purtell* v. *Philadelphia and R. Coal and Iron Co.,* 256 Ill. 110, 99 N. E. 899. But no invitation can be implied where the visitor is on the premises for his own convenience, curiosity or pleasure. *Manning* v. *Chesapeake and O. R. Co.,* 36 W. Va. 329, 15 S. E. 81, 16 L. R. A. 271, 32 Am. St. Rep. 859; *Burbank* v. *Illinois Cent. R. Co.,* 42 La. Ann. 1156, 8 South. 580, 11 L. R. A. 720; *Dixon* v. *Swift,* 98 Me. 207, 56 Atl. 761. Or even where he is transacting business which is wholly unconnected with that of the owner. *Norris* v. *Hugh Nawn Contracting Co.,* 206 Mass. 58, 91 N. E. 886, 31 L. R. A. (N. S.) 623, 19 Ann. Cas. 424; *Indian Refining Co.* v. *Mobley,* 134 Ky. 822, 121 S. W. 657, 24 L. R. A. (N. S.) 497; *Plummer* v. *Dill,* 156 Mass. 426, 31 N. E. 128, 32 Am. St. Rep. 463. There seems, however, to be a tendency, followed by the principal case, to extend the doctrine of implied invitation in order to include those entering the property of a corporation on any business, whether related to that of the owner or not. See *Klugherz* v. *Chicago M. & St. P. R. Co.,* 90 Minn. 17, 95 N. W. 586, 101 Am. St. Rep. 384.

PARDON—ABSENCE OF THE GOVERNOR FROM STATE—VALIDITY OF PARDON BY LIEUTENANT GOVERNOR.—A state constitution provided that in case the governor removed from the state, or because of other disabilities became unable to discharge the duties of the office, the said office should devolve upon the lieutenant governor until such disability should be removed. While the governor was absent from the state the lieutenant governor issued a parole to one convicted of a crime. *Held,* the parole was valid. *Ex parte Cullens* (Okla.), 150 Pac. 90. See NOTES, p. 67.

REAL PROPERTY—LEASE—INJUNCTION.—A tenant under a lease to begin at a future date seeks to enjoin the landlord and the present tenant from removing buildings from the property leased. *Held,* an injunction will be granted. *Evans* v. *Prince's Bay Oyster Co.,* 154 N. Y. Supp. 279.

Authority on the point involved in this case is scarce, and the general principles of the common law must be looked to for guidance. By the original feudal law no estate less than freehold was recognized as an interest in lands. If one held an estate for years, he held no interest in the land itself, but merely a right by way of contract, so that at any moment the contract might be broken by the lessor's eviction of the tenant, who would have no recourse except an action for damages for breach of the contract. Hence, estates for years were

originally at the arbitrary will of the giver. MINOR, REAL PROP., § 357. Prior to the Statute of Quia Emptores the owners of lands in fee could not freely alien them, but resorted to the custom of infeudation, by which, while they continued to hold of their superior lord, they created a tenure between themselves and the tenants whom they permitted to occupy their lands upon such services as they saw fit to prescribe. But, unless the owner of the feud created a freehold interest in the one to whom he gave the right of occupation, it was not considered in law an estate, but a mere agreement, the breach of which gave the tenant only an action for damages. 1 WASH., REAL PROPERTY, 5th ed., 463. These estates were originally granted to farmers who every year rendered some equivalent in provisions or other rent to the lessors; but in order to encourage them to manure and cultivate the ground, the lessees were granted a kind of permanent interest not terminable at the mere will of the landlord. 1 WASH., REAL PROPERTY, 5th ed., 463; 2 BL. COMM. 141. But the possession of such tenants was esteemed of so little consequence that they were regarded as bailiffs or servants of the lord, holding possession of the land *jure alieno* and not *jure proprio,* who were to receive, and had contracted to account for, the profits at a settled price, rather than as having any property of their own. 1 WASH., REAL PROP., 5th ed., 463; 2 BL. COMM. 142.

A lessee at common law did not become possessed of an estate for years by virtue of the lease alone. An entry upon the premises was required. Before such entry the lessee had a mere right of entry, *interesse termini,* and the relation of landlord and tenant dated only from the entry. STEP. COMM. 268; MINOR, REAL PROP., § 360. And until entry, the lessee had no such estate as would merge. *Doe* v. *Walker,* 5 Barn. & Cress. 111. The *interesse termini* was so far in the nature of an estate that even before entry the lessee could grant it over to another, though, on the other hand, a lessee before entry was not able to maintain an action of trespass for an injury to the land. STEP. COMM. 269. But the lessee became liable on his covenants from the time that the agreement was made. 1 WASH., REAL PROP., 5th ed., 498. And if a lessor died before the lessee entered, the lessee's right was not destroyed, for the interest of the term vested in the lessee before entry and was not divested by the death of the lessor. CO. LITT. 728.

About the time of Edward I. estates for years seem to have become of importance and to have been considered, after entry made, as actual interests in the land vested in the lessee. 1 WASH., REAL PROP., 5th ed., 463. As early as the reign of Edward III., the tenant for years was permitted, by means of the writ of ejectment, to recover possession of the land from which he had been evicted either by his lessor or by a stranger, thus giving him a direct interest in the land itself which before he had not. In regard to the security of their estates, this put a tenant for years on a level with a freeholder. 1 WASH., REAL PROP., 5th ed., 464. In modern times a tenant for years, within the limits of his estates, has in most respects as full and perfect enjoyment of the land leased as has a freeholder. MINOR, REAL PROP., § 357. In fact modern statutes have gone even further by conferring constructive

possession which supersedes the necessity for an actual entry on the lessee's part. MINOR, REAL PROP., § 360.

It is clear from the foregoing authorities that the holding of our principal case is in line with an old and fixed policy of the law. It is evident that from the time of the agreement, the lessee now has an interest equal to one in actual possession. The lessee has a right to expect an equal protection, and in granting it to him the decision of our principal case is reasonable and just.

VENDOR AND PURCHASER—POSSESSION—NOTICE.—The plaintiff took a mortgage on property which the vendor had previously contracted to sell the vendee, under the contract of sale, having already entered into possession of the property. In an action to foreclose the mortgage, the vendee in possession entered a counter-claim, alleging that his possession put the mortgagee on notice of his equitable title. *Held,* counter-claim is sustained. *Italian Savings Bank* v. *LaGrange,* 154 N. Y. Supp. 814.

Under the doctrine of equitable conversion, the vendee holding an executory contract for a purchase of land, has a right of entry and of immediate possession. The vendor is regarded as the trustee of the legal title for the vendee, and the vendee, of the unpaid purchase price for the vendor. *Moyer* v. *Hinman,* 13 N. Y. 180. Such possession is notice of all the existing rights of the occupant, to any person who may subsequently become interested in the premises. *Moyer* v. *Hinman, supra.* And possession by a purchaser of land under a contract, even when unrecorded, is sufficient. *Hamilton* v. *Fowlkes,* 16 Ark. 340; *Baynard* v. *Norris,* 5 Gill. (Md.), 468, 46 Am. Dec. 647. Notice communicated by possession is not affected by the fact that the subsequent purchaser had no actual knowledge of such possession. *Hamilton* v. *Fowlkes, supra.* Nor are the occupant's rights affected or changed by the act of second purchaser in procuring a deed thereof from the original vendor. *Brown* v. *Gaffney,* 28 Ill. 149. The notice of possession is equivalent to registration, as against creditors and subsequent purchasers. *Rankin Mfg. Co.* v. *Bishop,* 137 Ala. 271, 34 South. 991.

WITNESSES—PRIVILEGED COMMUNICATIONS—ATTORNEY AND CLIENT. — An attorney was employed by certain clients to represent them in any investigations that were being made as to election frauds. Three other individuals were indicted for participation in such frauds, and this same attorney appeared to defend them, furnishing bail for one. The grand jury demanded that the attorney disclose the name of the person who employed him to represent those indicted. *Held,* this informa- was privileged, and he could not be compelled to disclose it. *Ex parte McDonough* (Cal.), 149 Pac. 566.

It is a well settled rule of the common law that communications between attorney and client are privileged, and can not be disclosed without the consent of the client. *Alexander* v. *United States,* 138 U. S. 353; *People* v. *Dahrooge,* 173 Mich. 375, 139 N. W. 22. This doctrine is statutory in many states. See *Hardin* v. *Martin,* 150 Cal. 341, 89 Pac. 111; *Lauer* v. *Banning,* 140 Ia. 319, 118 N. W. 446. In like manner, one acting as an agent for a client in communicating with his attorney,